

**SPECIAL MEETING
COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS**

September 13, 2001

4:00 PM

Chairman Gatsas called the special meeting to order.

The Clerk called the roll.

Present: Aldermen Gatsas, Pariseau, Thibault, Hirschmann, O'Neil

Messrs: Atty. Tilsley, Bud Comstock, Chief Driscoll, Assistant Chief Pierce,
Deputy Chief Robinson

Chairman Gatsas addressed Item 3 of the agenda:

Request for a hearing by Cirrus Entertainment Group, LLC relative to the Manchester Police Department placing a restriction on the permit for the September 14, 2001 concert at Singer Family Park featuring the band O-Town which would allow that alcoholic beverages be served only in a designated area (i.e. beer garden).

Alderman O'Neil moved the item for discussion. Alderman Pariseau duly seconded the motion.

Chairman Gatsas called for a vote on the motion. There being none opposed, the motion carried.

Chairman Gatsas asked Atty. Tilsley to come to the microphone. In your letter dated September 12 you have "since my client has obtained the necessary license from the State Liquor Commission to sell alcohol without this restriction." Does your client actually have the license to sell alcohol?

Atty. Tilsley answered the Riverfront Park Foundation has a stadium license to sell alcohol at the facility without the beer garden restriction.

Chairman Gatsas asked so your client does not have it.

Atty. Tilsley answered the Riverfront Park Foundation does.

Chairman Gatsas replied that was not my question.

Atty. Tilsley responded right. My client does not.

Chairman Gatsas asked so why are you here looking for relief.

Atty. Tilsley answered because the permit is being issued to my client. If the Riverfront Park Foundation, which has the appropriate license to sell liquor throughout the facility, were to proceed under that license and you folks have given my client a permit which says you must restrict liquor to a certain designated area, my client may become in violation of its permit by the actions of the Riverfront Park Foundation, which my client does not control. That is the dilemma that we are running into.

Chairman Gatsas asked if the Riverfront Park Foundation decides they don't want to serve liquor, what is your retort.

Atty. Tilsley answered I am not sure they have decided that. The Riverfront Park Foundation has told me that they have a license that allows them to serve alcohol throughout the stadium and that they intend to do that. My concern is my client may be...if the Riverfront Park Foundation perceives it that way and I don't know what the Riverfront Park Foundation will do, my client may be in violation because the Riverfront Park Foundation is doing what they are lawfully allowed to do by the State because of the permit restrictions.

Alderman Pariseau asked shouldn't the Singer Park Riverfront Park Foundation be here if they have a problem with the Chief's decision on limiting it to a beer garden.

Atty. Tilsley answered again the license application is my client's application and my client's license. It doesn't apply to the Riverfront Park Foundation and I think that is the dilemma that we have here. The Riverfront Park Foundation has a State license to sell liquor throughout the park. They aren't affected by my client's license. What I see happening or what I am concerned about for my client's sake is that the Riverfront Park Foundation proceeds under their State license, which they well may do, then my client is going to be in violation of your license restriction.

Alderman Pariseau stated but you don't have a license.

Atty. Tilsley replied the Riverfront Park Foundation does and that is the point.

Alderman Pariseau stated we are here, Mr. Tilsley, because you appealed the decision of the Police Chief. You have no business appealing the decision of the Police Chief because you don't have a liquor license.

Atty. Tilsley replied sure I do. The license application that I am appealing is a license application by my client. You have put a condition or the Chief has put a condition on that application over something that my client does not control and that is the concern that we have. We don't control that and if the Riverfront Park Foundation proceeds under their State license my client is suddenly in violation over something he has no control over.

Chairman Gatsas asked so what you are saying is that the State license has been transferred to your client.

Atty. Tilsley answered no, not at all. The Riverfront Park Foundation holds the State license. The Riverfront Park Foundation believes that it is entitled to sell liquor pursuant to the State license. My client holds the license to operate the event and does not control the Riverfront Park Foundation. If the Riverfront Park Foundation operates under their State license, then my client is going to be in violation of what we believe is an unlawful restriction.

Chairman Gatsas asked as part of your lease agreement have you leased the dispensing items from the Riverfront Park Foundation.

Atty. Tilsley answered to be honest I don't believe so, but I don't know for sure. My client is here and maybe he knows more about that. I am being told that the Riverfront Park Foundation controls the liquor distribution at the facility.

Chairman Gatsas asked so your client has nothing to do with the distribution of liquor.

Atty. Tilsley answered it is done by the Riverfront Park Foundation.

Chairman Gatsas stated so again I guess I am back to where Alderman Pariseau comes in. If your client has nothing to do with the liquor distribution, then obviously the license that has been granted by the Police Chief sounds like it is in accordance with State law and City ordinance because you don't have the right to dispense liquor.

Atty. Tilsley replied but your license is also going to affect the Riverfront Park Foundation. If the Riverfront Park Foundation dispenses liquor throughout the facility my client is not going to be in violation of your license? That is the problem we have. My client can't control what the Riverfront Park Foundation

does. The Riverfront Park Foundation said we have a license to sell liquor throughout the stadium and that is what we intend to do.

Alderman Pariseau stated my question is why didn't the Singer Park Riverfront Park Foundation come in and appeal the Chief's decision.

Atty. Tilsley replied because this license application which was denied was filed by my client. My client is the proper party for this appeal.

Alderman Pariseau asked is the State liquor license transferable.

Atty. Tilsley answered not without approval by the State, no.

Alderman Pariseau asked who applied for the permit to have the liquor license.

Atty. Tilsley answered the Riverfront Park Foundation has a stadium liquor license.

Alderman O'Neil asked have you or your client had a discussion with the Park Riverfront Park Foundation on whether or not alcohol is going to be served at this event.

Atty. Tilsley answered yes.

Alderman O'Neil asked can you share with us those discussions.

Atty. Tilsley answered I understand that the Riverfront Park Foundation has a license from the State Liquor Commission that allows them to sell liquor throughout the stadium and that is what they...

Alderman O'Neil interjected I don't want to read into this. Has there been a discussion and what was the outcome of that discussion that either alcohol is going to be sold or not sold?

Atty. Tilsley replied alcohol is going to be sold.

Alderman O'Neil responded so that is the discussion and the agreement that your client and the Singer Park Riverfront Park Foundation made. Can you tell me when those discussions took place approximately?

Atty. Tilsley replied I am not sure there is an agreement. I had a discussion with the Riverfront Park Foundation about a half an hour ago and their response was

that they have a license from the State to sell liquor without the restriction of a beer garden.

Alderman O'Neil asked can I say to the best of your knowledge then that it is the intent of the Park Riverfront Park Foundation to sell alcohol at the O-Town event.

Atty. Tilsley answered certainly not for just this permit but they are allowed to sell liquor. Yes, the intent is to sell liquor at the O-Town event.

Alderman O'Neil stated it is my understanding that there may have been a vote of the Board of Directors or Board of Trustees of the Park Riverfront Park Foundation and in fact they voted not to sell alcohol at the O-Town event. Do you know anything about that?

Atty. Tilsley replied I am not aware of that. I spoke with a representative about half an hour ago.

Alderman O'Neil responded and he or she never indicated that to you at all.

Atty. Tilsley replied no.

Alderman O'Neil asked if, in fact, they did take that vote would you support that vote that they took.

Atty. Tilsley answered the Riverfront Park Foundation controls the liquor sales. If the Riverfront Park Foundation decides that they don't want to sell alcohol then we don't have a choice.

Alderman O'Neil asked so you wouldn't have a problem with that then.

Atty. Tilsley answered we may not be happy about it but we wouldn't have a choice.

Alderman O'Neil asked do you believe and I am asking this through you to your client or I can ask your client directly, do you believe that alcohol is appropriate at this event.

Atty. Tilsley answered I think we do. There is a permit for it that allows it.

Alderman O'Neil replied I didn't ask if there was a permit for it. Do you think alcohol is appropriate at the O-Town concert?

Atty. Tilsley responded I would say that we do. I think the Riverfront Park Foundation and my client have established that they can control the event with alcohol sales. There have been no problems with the sale of alcohol throughout the concert series. Frankly, I don't understand why...

Alderman O'Neil interjected I guess the point I am trying to get to is the majority of the people going to the show are going to be under the legal drinking age. Is that correct?

Atty. Tilsley replied I don't think that is correct. From what I understand ticket sales have been at least 50% to adults.

Alderman O'Neil asked so even if 50% of the people going to that show are under age do you think that is appropriate because that is not a similar number to other shows I don't believe. I believe the percentage of people under the legal age was much lower at other shows.

Atty. Tilsley answered my client tells me that the percentages are similar, but I don't want to get into that argument. We believe that liquor sales under State law properly controlled are appropriate. The fact is that the people under 21 who will be attending this concert are much younger than 21 so we don't really have to worry that people will be giving beer to little kids because we will be able to tell if little kids are drinking beer. It is not like you have 19 or 20 year olds that are under age and it is hard to tell.

Alderman O'Neil stated let's just go for a yes or no answer so I am clear on this. Your client believes that it is appropriate to serve alcohol where, in my opinion, the majority of the people going to that show will be under the drinking age. It is a yes or no.

Atty. Tilsley replied I guess I can't agree with the majority part but other than that the answer is yes. They sell beer at Chuck E. Cheese. Under State law if it is properly controlled then the answer is yes.

Chairman Gatsas stated they sell beer at Chuck E. Cheese in a restricted area.

Atty. Tilsley replied it has been awhile since my kids were that small but my recollection is that you can bring it back to your table but that may have changed.

Chairman Gatsas responded but that is in a restricted area.

Atty. Tilsley replied you can't leave the restaurant area with it, sure. You probably can't bring it into the game area also.

Chairman Gatsas stated so let's understand clearly what the Chief has given you for a license restriction. He is not saying not to serve beer. He is saying to serve it in a confined area. If you want to use the Chuck E. Cheese scenario, I think this is not different than the Chuck E. Cheese scenario that you brought up yourself.

Atty. Tilsley replied I think it is different because what the Chief is doing here is he is saying that the area has to be restricted to adults only and certainly Chuck E. Cheese does not have an area where the kids are banned. When I used to go to Chuck E. Cheese, I am not sure that I ever had a beer while I was there but if I wanted to I could have a beer and sit there with my children and eat pizza. I didn't have to go to a special room and say bye-bye to my kids I will see you in 20 minutes.

Chairman Gatsas asked but it is in a restricted area.

Atty. Tilsley answered beer is restricted to the restaurant area and I am not sure that that supports...

Chairman Gatsas interjected it is a restricted area. You can't take your beer to the game room.

Atty. Tilsley replied but I can sit with my children and have a beer.

Chairman Gatsas stated but you can't take it to the game room because it is in a restricted area.

Atty. Tilsley replied I agree with that.

Alderman Thibault stated so because the license is held by the Riverfront Park Foundation there is nothing we can do to restrict any type of activity happening there. Is that correct?

Atty. Tilsley replied there are two things. One is that State law under the Casico case which the City lost a few years ago prevents this Board from restricting alcohol sales in this fashion. I think what I am also saying is that the Chief...the license restriction which the Chief is insisting on which my client will be held to because it is their license...the license to run the event on Friday...I mean this license application....

Alderman Pariseau interjected the concert license. The liquor license doesn't belong to Cirrus.

Atty. Tilsley replied I understand and that is the dilemma. My client is going to have a concert license, which says that my client is responsible for not allowing alcohol in certain areas. The Riverfront Park Foundation, who is not a party to this, has a license, which says you can sell alcohol wherever you want in the stadium. My client doesn't control the Riverfront Park Foundation and my client may be in violation if the Riverfront Park Foundation acts under their license. So, it is very clearly unlawful I think what the Chief has done.

Alderman Pariseau asked do we have somebody from the Liquor Commission here.

Chairman Gatsas replied I believe we do. Could I ask that he come to the microphone? I am looking at what must be an enforcement page that is violations...I am not sure if you are familiar with it. Chief Driscoll, do you have a copy of the violations page that you sent us?

Assistant Chief Robert Pierce responded yes.

Chairman Gatsas stated if I look down at number three and it is really talking about Singer Family Park and it says "cited for violation of RSA 79:48 did lease or rent concession of selling liquor or beverages to any person, firm, limited liability or corporation."

Assistant Chief Pierce replied yes. This appears to be something that Singer Park has been cited for.

Chairman Gatsas asked are you aware of that, Atty. Tilsley.

Atty. Tilsley answered the Riverfront Park Foundation was cited for what.

Chairman Gatsas replied "did lease or rent concession of selling liquor or beverages to any person, firm, Limited Liability Company or corporation."

Atty. Tilsley responded I was not aware of that but I will respond that the Riverfront Park Foundation took whatever steps were appropriate.

Chairman Gatsas replied no they haven't because the hearing is set for September 24.

Atty. Tilsley responded well I am sure that at that point they will do whatever they deem appropriate, but as far as I know the license remains in full force and effect. Is that correct?

Assistant Chief Pierce replied that would be correct.

Alderman O'Neil asked do you know...there was a letter written to Chief Moore on Monday. Do you know if there was any discussion by the enforcement division about the letter from the Board of Aldermen?

Assistant Chief Pierce answered I am aware that the Chief has had some discussion with the Manchester Police Department.

Alderman O'Neil asked so it may be more appropriate for Chief Driscoll to answer that if he had direct contact with Chief Moore.

Assistant Chief Pierce answered I think that might be more appropriate.

Chairman Gatsas stated the three citings here all have a hearing date of September 24. Is that a normal procedure that they collectively go on one day?

Assistant Chief Pierce replied that is normal procedure, yes. Any time that can happen, it is more appropriate.

Chairman Gatsas asked can you explain the second one, "did purchase draft equipment from a licensed wholesaler."

Assistant Chief Pierce answered wholesalers in the State are not allowed to sell equipment and neither are licensees allowed to buy that equipment from a wholesaler. That tier is not allowed to enter into that type of transaction. They have to go outside the trade.

Alderman Pariseau asked would you explain that violation on number three. Would that mean that Singer Family Park let somebody have the use of their liquor license and split the proceeds?

Assistant Chief Pierce answered I think what is important to note is that it is alleged at this point and it would be our responsibility by a ponderance of the evidence at a Liquor Commission hearing to prove this. It is alleging that they have leased...I think it would be fair to say part of their license or part of their premises without permission from the Commission.

Chairman Gatsas asked can you tell me on that date, Matt, who was performing there. Do you know what was there on August 21.

Deputy Clerk Normand answered there were no concerts on that date. I don't know if there was a soccer event or something like that.

Chairman Gatsas asked would this violation date that is appearing there be the date.

Assistant Chief Pierce answered I believe that had to do with equipment that two gentlemen from my auditing department had found that the wholesaler had in fact purchased draft equipment and that the licensee had purchased it. The violation may not have been right at Singer Park.

Chairman Gatsas replied I am looking at the third one down.

Assistant Chief Pierce stated although I am not directly familiar with it without looking at the report of violation, it could have been from paperwork that we had found or that had been submitted to us which stated in the contract that part of it had been leased. We would have used the date that we had received that contract as a violation date.

Alderman Pariseau asked, Atty. Tilsley, do you have a deal with Singer Park Riverfront Park Foundation about splitting the proceeds of beer sales. Maybe that is why you are here? You don't get any revenue from the beer sales? Mr. Comstock, you shook your head no. I don't believe it.

Atty. Tilsley stated no they do not.

Alderman Pariseau asked do you expect us to believe that. If that is the case, then why are you here?

Chairman Gatsas asked Mr. Comstock to come to the microphone.

Mr. Bud Comstock stated the proceeds from the beer sales are used to pay the expenses of the show per the requirements of the liquor laws in New Hampshire.

Alderman Pariseau asked who pays the expenses of the shows, the Singer Park Riverfront Park Foundation or you people.

Mr. Comstock answered they are shared.

Alderman Pariseau asked then why didn't you say yes when I asked the question.

Mr. Comstock replied what was the question exactly.

Alderman Pariseau responded I asked if you and Singer Park divvied up the proceeds.

Mr. Comstock replied I said no. Those proceeds are used to pay the expenses of the show.

Alderman Pariseau asked how do you get the money at your end to pay for the show.

Atty. Tilsley answered from ticket sales and other sources of revenue.

Chairman Gatsas asked if that is the case then why don't we see somebody else on this application because it looks like it is a joint application or it should be.

Atty. Tilsley answered this application is an application for an event that my client has applied for at Singer Family Park. That is the appropriate person to fill out the application.

Chairman Gatsas stated but if somebody else is sharing in the payment of the expenses, aren't we being misled. Maybe there is another person in this agreement.

Atty. Tilsley replied I don't think you are being misled at all. Everyone is well aware that the Riverfront Park Foundation is involved in these events and receives some monies from these events. I don't think any of that is big news to anybody.

Chairman Gatsas stated but I don't think that any of their proceeds...do they share in the losses. Maybe that is a better question. Do they share in the losses?

Atty. Tilsley replied I am wondering if any of this is really relevant.

Chairman Gatsas asked Chief Driscoll to come to the microphone.

Chief Driscoll stated the reason for the condition on the permit is that the group of people at the O-Town concert will be from 12 to 17 years old primarily. After reviewing the license and having much discussion with my staff, it was my belief that it was not appropriate to have alcohol at that concert in any fashion. After studying all of the information that I could gather on this and speaking with the City Solicitor, it was my determination that a restriction relative to alcohol specifically being distributed in a beer garden would be the appropriate restriction to put on that. That is the restriction that was forwarded yesterday morning to the City Clerk's Office. I apologize for the lateness of that. It was my intention to move much quicker but that didn't happen. In the letter dated September 12 and I have the original here for you, Mr. Chairman, I have listed several areas of concern. The first certainly is that I seriously question whether or not Cirrus

Entertainment has a right to ask even that this restriction be lifted by the Committee on Administration because I don't think they have standing and I don't think they can use the license and within a couple of minutes Deputy Robinson will bring to your attention the actual agreement which will actually clarify the issue that you have been discussing as to who profits and where the money goes. I think that is a real issue. You will see the letter. There are actually two letters now from the attorney for Cirrus and both of them refer to his client and their liquor license. I would simply suggest that it is not their liquor license. In that packet of material, the document circled with the number one, which is the third page in, shows that it is the Riverfront Park Riverfront Park Foundation and the President is Mark Campbell. In speaking with Chief Moore at the Liquor Commission, he has identified those folks as the liquor license holder. The fourth page in indicates that there is serious question and there is going to be a hearing on September 24 as to the legality of how things are operating at Singer Family Park and hopefully they will straighten those out. The second bullet is a document and I have asked Matt to pass out a document titled the "Mayor's Alcohol Policy Partnership." I think you have that and on the third page, second paragraph, first bullet it talks about the general rules. Now this was not an agreement with the Riverfront Park Riverfront Park Foundation. It is a committee that the Mayor formed to look at general rules relative to alcohol with the upcoming opening of the civic center. One of the rules that they came up with is that alcohol will not be served at events that predominantly attract an underaged crowd or are considered family entertainment such as the circus. Well certainly this is predominantly an underage crowd in my opinion and it is not appropriate to have alcohol there. The third bullet is Matt's letter. As you folks know, the Committee on Administration voted unanimously on August 28 to oppose the selling of alcohol at the O-Town concert. There was a letter sent to the Liquor Commission. Deputy Chief Robinson has had a number of conversations with Aidan Moore, their Chief and perhaps can elaborate on that. It is my understanding that the State has no mechanism to limit the license from their perspective and simply they would rely on the City ordinances for us to take any action that we felt was necessary and lawful. Atty. Tilsley has spoken about the Casico case and referred to that in his letter. His interpretation of that is different than mine.

Deputy Chief Robinson stated in talking to Chief Moore basically what he relayed to me is that as the State law in the Casico case there the State is in full control of the license for the sale of liquor. What we are in control of is the license for entertainment. In order for them to have their license for liquor, they have to have entertainment where they sell tickets at the door or sell tickets and that is what the liquor license is based on. Whatever they do down there for entertainment, whether it is a soccer game or a concert, they must sell tickets and by virtue of them selling the tickets they then have a license. I would ask Assistant Chief Pierce to verify that that is a correct statement and he is nodding yes.

Chairman Gatsas replied so I guess what you are saying is that if there was no entertainment or sporting event tonight that we couldn't go down and buy a beer.

Deputy Chief Robinson responded right. It would have to be a sporting event or entertainment and they need to sell tickets.

Alderman Thibault stated if you look at this letter of July 28 and you look at the second paragraph, I think it is well explained by the Police Department and no one seemed to have any problem with it at the time that this agreement was reached. If you want me to read it, I will read it.

Chairman Gatsas asked what are you referring to.

Alderman Thibault answered number five.

Chief Driscoll stated that is an old document for historical reference.

Chairman Gatsas stated that is a document from July 28 of 1997 or 1998.

Alderman Thibault replied I understand that but what I am trying to say here is that no one seemed to have a problem with the agreement that was reached at that time and that goes exactly to this problem. Let me just read one little bit. "Beer tents should be set-up during certain athletic events. There was no misunderstanding. We were not talking about concerts or any large public gathering."

Chairman Gatsas responded let me just clarify. That is what the intent was when they were originally negotiating at that time. They then went to the Liquor Commission and the Liquor Commission gave them a stadium license, which is a lot different than what the intent was originally by the Chief.

Chief Driscoll replied that is accurate. Could we perhaps give you our...we have a copy of the contract which might shed some light on the relationship that you folks were discussing a short time ago. We will make that as brief as possible.

Chairman Gatsas stated obviously the violation or the alleged violation dated August 21, does this have anything to do with information that you may have sent to the Liquor Commission.

Chief Driscoll replied no. I think that they became concerned...I don't think we are the origin of that. They have scratched their head relative to the relationship between Cirrus and the Riverfront Park. We did not initiate that.

Chairman Gatsas asked do you have copies of that.

Deputy Chief Robinson answered no I don't and the reason is because I asked the Liquor Commission to provide me with a copy of what they have on file. It is entitled "License Agreement for Singer Park" and it is dated March 19, 2001 and it is signed by Mark Campbell, President of Riverfront Park Foundation and Don Comstock, President of Cirrus. If you go to that document and I will certainly be happy to have copies made, it is number 13 and before I get to that just so you understand the legal language, the licensure is Riverfront Park Riverfront Park Foundation. The licensee is Cirrus Entertainment.

Chief Driscoll stated I am not sure that you are answering the question that Chairman Gatsas asked.

Chairman Gatsas replied he isn't but that is okay.

Chief Driscoll stated we don't have any further information on item 3 and I think that is the question that was asked. We would like to explain the contract if we could.

Deputy Chief Robinson stated this is the present contract that is on file with the Liquor Commission. It is the only contract they have on file at this time. In Section 13 it says alcoholic beverages. It says the licensure, Riverfront Park Riverfront Park Foundation, shall be solely responsible for the distribution of alcoholic beverages or concessions. When allowable by law, alcoholic beverages may be sold by the licensure, again the Riverfront Park Riverfront Park Foundation, unless other arrangements and agreements are made at least 30 days in advance of the event. Licensure and licensee shall apply proceeds of alcoholic beverage sales to show gross/expenses according to revenue distribution set forth herein. Alcoholic beverages may also be distributed by non-licensure vendors pursuant to a valid catering license, but shall be limited to the VIP area where licensee shall ensure that it is strictly enforced. I hope that helps you a little bit.

Alderman Pariseau moved to deny the appeal.

Chairman Gatsas asked the Solicitor if he had anything to add.

Solicitor Clark answered no.

On motion of Alderman Thibault, duly seconded by Alderman Pariseau, it was voted to recess the meeting to meet with legal counsel.

Chairman Gatsas called the meeting back to order.

Chairman Gatsas stated Atty. Tilsley I have a letter here from you in regards to the sound monitoring. I believe it is this Committee's understanding that the promoter was going to pay for the sound monitoring and we were going to chose them. Where are we at with that?

Atty. Tilsley replied I guess where we are at is initially there was some confusion because the original price I was quoted involves paying for someone else outside the stadium, which seemed to go beyond the scope we had agreed on. My understanding is at this point that Matt has dropped that person and the current \$1,800 price simply involves the person at the sound board and some kind of record. I guess we are in agreement that we are now dealing with what we agreed to. The concern that my client has and we will obviously have to do what the Board says here and I don't want to turn this into a battle but the concern that my client has is that we have gotten prices from people around town considerably cheaper than the \$1,800 than we are being asked to pay. We have hired a company called Rainbow for \$250 to do it for my client. I talked to Molloy Sound yesterday and they told me \$100 an hour. I think they told Matt something like \$600 or \$700 so we are questioning why we can't go to a local company at a more reasonable price as opposed to a Boston company at apparently Boston prices. At this point that is the concern that we have.

Chairman Gatsas stated my question is do you agree to the \$1,830.

Atty. Tilsley replied we would like the Board...

Chairman Gatsas interjected that is this Board's understanding that we were going to chose them and you were going to pay.

Atty. Tilsley replied right.

Chairman Gatsas asked do you agree to that.

Atty. Tilsley answered I agree that that was this Board's understanding.

Alderman Pariseau moved to deny the appeal. Alderman Hirschmann duly seconded the motion.

Chairman Gatsas called for a vote on the motion. There being none opposed, the motion carried.

This being a special meeting of the committee, no further business can be presented and on motion of Alderman Pariseau, duly seconded by Alderman Thibault, it was voted to adjourn.

A True Record. Attest.

Clerk of Committee